



BOARDWALK MANOR

BOARDWALK MANOR HOMEOWNERS ASSOCIATION

ESTATE AGENT ACCREDITATION AGREEMENT

I, _____, ID number _____ in my personal capacity or as representative of the _____ (“the Estate Agency”), duly authorised thereto by virtue of a resolution, with the following contact details:

Office Number	
Cell Phone Number	
Physical Address	
E-mail Address	
Fidelity Fund Certificate No	

do hereby agree and confirm that:

1. the Estate Agency is fully aware of the existence of Boardwalk Manor Homeowners Association (“the HOA”) and familiar with the Rules and Regulations of the HOA (“the HOA Rules and Regulations”) and the Estate Agents Accreditation Policy of the HOA;
2. the Estate Agency undertakes and binds itself to –
 - 2.1 explain the contents of the HOA Rules and Regulations to all purchasers and lessees of immovable properties situated within the Boardwalk Manor Estate (“BME Properties”);
 - 2.2 attach a copy of the HOA Rules and Regulations to each and every sale or lease agreement concluded at the instance of the Estate Agency between an owner of a BME Property and a purchaser or lessee (“BME Sale or Lease Agreement”);
 - 2.3 ensure that the HOA Rules and Regulations, attached to a BME Sale or Lease Agreement, is initialed by all parties to the particular agreement;

- 2.4 ensure that a copy of the HOA Rules and Regulations are provided to each party to a BME Sale or Lease Agreement;
 - 2.5 retain copies of the acknowledgement of receipt provided by each party, receiving a copy of the HOA Rules and Regulations, as envisaged in 2.4 above;
 - 2.6 ensure that each BME Sale or Lease Agreement contains a specific clause which renders the sale or lease transaction subject to the provisions of the HOA Rules and Regulations and in the event of a BME Sale Agreement, inform the parties thereto of the fact that a special condition is to be inserted into the title deed of the sold BME Property;
 - 2.7 abide to all the HOA Rules and Regulations, including reasonably directions issued by the board of the HOA from time to time;
 - 2.8 refrain from any action that may prejudice or be adverse to the public and/or business interests of the HOA and the BME Property owner. The Estate Agency shall use its best endeavours to properly conduct, improve and preserve the business, interest, reputation and goodwill of the HOA; and
 - 2.9 the Estate Agency shall at all times conduct itself, and ensure that its agents conduct themselves, within the rules and regulations as laid down by the Estate Agents Board.
3. the Estate Agency is aware that a Clearance Certificate is required for lodgment with each transfer of a BME Property at the Deeds Office, which certificate must be obtained from the managing agent of the HOA ("the Managing Agent"), who will supply same on request. At present the HOA's managing agent is Pro- Admin. A Clearance Certificate will not be issued if the owner of the relevant BME Property is in default of any of his/her/its obligations towards the HOA, subject to the provisions of 4 below. A copy of HOA Rules and Regulations will be attached to the Clearance Certificate;
 4. the Managing Agent will only issue a Clearance Certificate if levies have been paid for 3 (three) months in advance and when the purchaser has furnished all his/her/its full details to the HOA;
 5. no signs of whatsoever nature may be erected by the Estate Agency within the Boardwalk Manor Estate;

6. no door-to-door canvassing, advertisements, flyers or similar material for property transactions may be delivered to properties within Boardwalk Manor Estate. The Estate Agency may only operate on a “by appointment basis”;
7. the Estate Agency may not conduct sales through an auction;
8. this agreement will be valid until the end of February of each year, where after it can be renewed by the Estate Agency by means of prior application to the HOA in the prescribed manner. It is the sole responsibility of the Estate Agency to ensure that it applies for a renewal;
9. the Estate Agency shall pay an accreditation fee of R4000.00 (four thousand rand) for the Financial Year’s accreditation (1 March- 28 February) to the HOA. The accreditation fee shall become payable to the HOA on the date of signature of this agreement. No pro rata payments will be accepted. An Estate Agency shall only be deemed accredited once the Estate Agency has concluded this agreement with the HOA and has paid its accreditation fee up to date;
10. the HOA reserves the right to approve/disapprove an application for accreditation. The non-approval of an application can inter alia be as a result of non-compliance with the accreditation criteria, previous continuous breach of the agreement and/or related matters;
11. should there be any conflict between the provisions of the HOA Rules and Regulations and this agreement, the provisions of the HOA Rules and Regulations shall prevail;
12. the following representatives of the Estate Agency may work in Boardwalk Manor Estate:

A: _____

B: _____
13. once accredited, access per agent will be supplied by the HOA at the applicable cost, payable by the Estate Agency;
14. that should the Estate Agency fail to comply with the provisions hereof or the HOA Rules and Regulations, notwithstanding any mandate the Estate Agency may have from the owner of a BME Property, the HOA reserves the right to immediately revoke the

accreditation without prior notice or duty to refund the accreditation fee to the Estate Agency;

15. the Estate Agency acknowledges that the HOA Rules and Regulations and the Estate Agents Accreditation Policy, copies of which were provided to the Estate Agency, are subject to amendment from time to time.

Thus signed at _____ on this _____ day of _____ 201_.

Signature date

Signature of Estate Agency
(who warrants his/her authority)

Witnesses:

On behalf of Boardwalk Manor Homeowners Association

Signature date

Signature of HOA
(who warrants his/her authority)

Witnesses:
